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Russell Road Food and Beverage, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SOUTHERN DIVISION

RUSSELL ROAD FOOD AND
BEVERAGE, LLC, a Nevada limited
liability company

Plaintiff,

vs.

MIKE GALAM, an individual; VICTOR
GALAM, an individual; JACQUELINE
GALAM BARNES, an individual;
CANICO CAPITAL GROUP, LLC, a
California limited liability company;
ABRAHAM ASSIL, an individual;
GEORGE ESHAGHIAN, an individual;
DJAVID HAKAKIAN, an individual;
MORRIS NEJATHAIM, an individual;
HAMED YAZDANPANAH, an
individual; SOLEIMAN NAZARIAN, an
individual; ISAAC JAVDANFAR, an
individual; KAMRAN SAMOOHA, an
individual, MEHRAN SADIGHPOUR, an
individual; WEST BEST CAPITAL
GROUP, LLC, a Delaware limited liability
company; SEFOX INVESTMENT, LLC, a
California limited liability company;
OLYMPIC CAPITAL VENTURE, LLC, a

Case No. 2:13-CV-00776-JCM-NJK

STIPULATED PROTECTIVE ORDER

Case Filed: May 2, 2013
Judge: Hon. James C. Mahan

1 Delaware limited liability company; EL
2 MARINO, LLC, a California limited
3 liability company; KNOTTING HILL,
4 LLC, a California limited liability
5 company; SN & GE, LLC, a California
6 limited liability company; IJ
7 PROPERTIES, LLC, a California limited
8 liability company; S DOUBLE, LLC, a
9 California limited liability company;
10 INDUSTRIAL ROAD 2440-2497, LLC, a
11 Nevada limited liability company; RHINO
12 BARE PROJECTS LLC, a California
13 limited liability company; RHINO BARE
14 PROJECTS 4824 LLC, a California limited
15 liability company; CRAZY HORSE TOO
16 GENTLEMEN'S CLUB LLC, a Nevada
17 limited liability company; and DOES 1 –
18 50, inclusive,

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Defendants.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 10-5(b) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 *Not used*

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.9 *Not used*

2.10 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.13 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as

defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties)

1 expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it designated for
3 protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,
4 that Designating Party must promptly notify all other parties that it is withdrawing the mistaken
5 designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
7 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Order must be clearly so designated before the
9 material is disclosed or produced. Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
11 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
13 contains protected material. If only a portion or portions of the material on a page qualifies for protection,
14 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins) and must specify, for each portion, the level of protection being asserted.

16 A Party or Non-Party that makes original documents or materials available for inspection need not
17 designate them for protection until after the inspecting Party has indicated which material it would like
18 copied and produced. During the inspection and before the designation, all of the material made available
19 for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the
20 inspecting Party has identified the documents it wants copied and produced, the Producing Party must
21 determine which documents, or portions thereof, qualify for protection under this Order. Then, before
22 producing the specified documents, the Producing Party must affix the appropriate legend
23 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each page that
24 contains Protected Material. If only a portion or portions of the material on a page qualifies for protection,
25 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins) and must specify, for each portion, the level of protection being asserted.

27 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating
28 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected

1 testimony and specify the level of protection being asserted. When it is impractical to identify separately
 2 each portion of testimony that is entitled to protection and it appears that substantial portions of the
 3 testimony may qualify for protection, the Designating Party may invoke on the record (before the
 4 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific
 5 portions of the testimony as to which protection is sought and to specify the level of protection being
 6 asserted. Only those portions of the testimony that are appropriately designated for protection within the
 7 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a
 8 Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly
 9 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
 10 – ATTORNEYS’ EYES ONLY.”

11 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other
 12 proceeding to include Protected Material so that the other parties can ensure that only authorized
 13 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present
 14 at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its
 15 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16 Transcripts containing Protected Material shall have an obvious legend on the title page that the
 17 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including
 18 line numbers as appropriate) that have been designated as Protected Material and the level of protection
 19 being asserted by the Designating Party. The Designating Party shall inform the court reporter of these
 20 requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall
 21 be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
 22 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript
 23 shall be treated only as actually designated.

24 (c) for information produced in some form other than documentary and for any other tangible
 25 items, that the Producing Party affix in a prominent place on the exterior of the container or containers in
 26 which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 27 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or item warrant
 28 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify

1 the level of protection being asserted.

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
3 qualified information or items does not, standing alone, waive the Designating Party's right to secure
4 protection under this Order for such material. Upon timely correction of a designation, the Receiving
5 Party must make reasonable efforts to assure that the material is treated in accordance with the provisions
6 of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation
10 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
11 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
12 designation by electing not to mount a challenge promptly after the original designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
14 providing written notice of each designation it is challenging and describing the basis for each challenge.
15 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
16 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
17 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by
18 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14
19 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its
20 belief that the confidentiality designation was not proper and must give the Designating Party an
21 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
22 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed
23 to the next stage of the challenge process only if it has engaged in this meet and confer process first or
24 establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely
25 manner.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
27 the Designating Party shall file and serve a motion to retain confidentiality under Local Rule 26-7 within
28 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer

process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said

1 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
 2 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto
 3 as Exhibit A;

4 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to
 5 whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
 6 and Agreement to Be Bound” (Exhibit A);

7 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
 8 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
 9 (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors
 12 to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
 13 and Agreement to Be Bound” (Exhibit A);

14 (f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary
 15 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 16 agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
 17 exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and
 18 may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

19 (g) the author or recipient of a document containing the information or a custodian or other person
 20 who otherwise possessed or knew the information.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
 22 or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
 23 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –
 24 ATTORNEYS’ EYES ONLY” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said
 26 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
 27 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto
 28 as Exhibit A;

1 (b) *Not used*;

2 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
3 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3)
4 as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

5 (d) the Court and its personnel;

6 (e) court reporters and their staff, professional jury or trial consultants, mock juries, and
7 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed
8 the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

9 (f) the author or recipient of a document containing the information or a custodian or other person
10 who otherwise possessed or knew the information.

11 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

13 (a)(1) *Not used*;

14 (a)(2) With the exception of Experts already designated by a Party pursuant to Federal Rule of
15 Civil Procedure 26(a)(2) in this case and including Experts employed by the same company of the Experts
16 so designed, unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party
17 that seeks to disclose to an Expert (as defined in this Order) any information or item that has been
18 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
19 first must make a written request to the Designating Party that (1) identifies the general categories of
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks
21 permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his
22 or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s
23 current employer(s), (5) identifies each person or entity from whom the Expert has received compensation
24 or funding for work in his or her areas of expertise or to whom the expert has provided professional
25 services, including in connection with a litigation, at any time during the preceding five years,¹ and (6)

26 _____
27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the
28 Expert should provide whatever information the Expert believes can be disclosed without violating any
confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with
the Designating Party regarding any such engagement.

1 identifies (by name and number of the case, filing date, and location of court) any litigation in connection
 2 with which the Expert has offered expert testimony, including through a declaration, report, or testimony
 3 at a deposition or trial, during the preceding five years.

4 (b) A Party that makes a request and provides the information specified in the preceding respective
 5 paragraphs may disclose the subject Protected Material to the identified Expert unless, within 14 days of
 6 delivering the request, the Party receives a written objection from the Designating Party. Any such
 7 objection must set forth in detail the grounds on which it is based.

8 (c) A Party that receives a timely written objection must meet and confer with the Designating
 9 Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days
 10 of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert
 11 may file a motion as provided in Local Rule 26-7 seeking permission from the Court to do so. Any such
 12 motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure
 13 to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest
 14 any additional means that could be used to reduce that risk. In addition, any such motion must be
 15 accompanied by a competent declaration describing the parties' efforts to resolve the matter by agreement
 16 (i.e., the extent and the content of the meet and confer discussions) and setting forth the reasons advanced
 17 by the Designating Party for its refusal to approve the disclosure.

18 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of
 19 proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs
 20 the Receiving Party's need to disclose the Protected Material to its Expert.

21 8. *Not used*

22 9. *Not used*

23 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 24 LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that compels
 26 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
 27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the

1 subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other
3 litigation that some or all of the material covered by the subpoena or order is subject to this Protective
4 Order. Such notification shall include a copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating
6 Party whose Protected Material may be affected.²

7 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
8 court order shall not produce any information designated in this action as “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from
10 which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
11 Designating Party shall bear the burden and expense of seeking protection in that court of its confidential
12 material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving
13 Party in this action to disobey a lawful directive from another court.

14 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
15 LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non-Party in this
17 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the
19 remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting
20 a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s
22 confidential information in its possession, and the Party is subject to an agreement with the Non-Party not
23 to produce the Non-Party’s confidential information, then the Party shall:

24 1. promptly notify in writing the Requesting Party and the Non-Party that some or
25 all of the information requested is subject to a confidentiality agreement with a Non-Party;

26 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in

27 ² The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to
28 afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 this litigation, the relevant discovery request(s), and a reasonably specific description of the information
2 requested; and

3 3. make the information requested available for inspection by the Non-Party.

4 (c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of
5 receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's
6 confidential information responsive to the discovery request. If the Non-Party timely seeks a protective
7 order, the Receiving Party shall not produce any information in its possession or control that is subject to
8 the confidentiality agreement with the Non-Party before a determination by the Court.³ Absent a court
9 order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court
10 of its Protected Material.

11 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
13 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the
14 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
15 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
16 the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)
17 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
18 attached hereto as Exhibit A.

19 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
20 MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
22 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
23 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
24 whatever procedure may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
26 agreement on the effect of disclosure of a communication or information covered by the attorney-client

27
28 ³ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this Court.

1 privilege or work product protection, the parties may incorporate their agreement in the stipulated
 2 protective order submitted to the Court.

3 14. MISCELLANEOUS

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
 5 modification by the court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
 7 Party waives any right it otherwise would have to object to disclosing or producing any information or
 8 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right
 9 to object on any ground to use in evidence of any of the material covered by this Protective Order.

10 14.3 *Not used*

11 14.4 Filing Protected Material **See order issued concurrently herewith** ssion from the Designating Party or a
 12 court order secured after appropriate notice to all interested persons, a Party may not file in the public
 13 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
 14 must comply with Local Rule 10-5(b). Protected Material may only be filed under seal pursuant to a court
 15 order authorizing the sealing of the specific Protected Material at issue. Pursuant to Local Rule 10-5(b), a
 16 sealing order will issue only upon a request establishing that the Protected Material at issue is privileged,
 17 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's
 18 request to file Protected Material under seal pursuant to Local Rule 10-5(b) is denied by the Court, then
 19 the Receiving Party may file the Protected Material in the public record unless otherwise instructed by the
 20 Court.

21 15. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
 23 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
 24 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries,
 25 and any other format reproducing or capturing any of the Protected Material. Whether the Protected
 26 Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing
 27 Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1)
 28 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and

1 (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
2 other format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
3 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
4 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
5 attorney work product, and consultant and expert work product, even if such materials contain Protected
6 Material. Any such archival copies that contain or constitute Protected Material remain subject to this
7 Protective Order as set forth in Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: May 12, 2014

4 By /s/ Bruno W. Tarabichi

5 Bruno W. Tarabichi

6 Attorneys for Plaintiff

7 Russell Road Food and Beverage, LLC

8 By /s/ Bryan C. Altman

9 Bryan C. Altman

10 Michael T. Smith

11 Attorneys for Defendants

12 Mike Galam, Victor Galam,

13 Jacqueline Galam Barnes, Rhino Bare
14 Projects, LLC, Rhino Bare Projects 4824

15 LLC, Crazy Horse Too Gentlemen's Club
16 LLC, and Canico Capital Group, LLC,

17 Industrial Road 2440-2497, LLC, Djavid
18 Hakakian, El Marino, LLC, Hamed

19 Yazdanpanah, Knotting Hill, LLC, Morris
20 Nejathaim, Sefox, LLC, Isaac Javdanfar, IJ

21 Properties, Kamran Samooaha, S Double,
22 LLC, and Mehran Sadighpour

23 By /s/ Allison R. Schmidt

24 Ariel E. Stern

25 Allison R. Schmidt

26 Attorneys for Defendants

27 Abraham Assil, George Eshaghian, West
28 Best Capital Group, LLC, SN & GE, LLC,

Soleiman Nazarian

29 PURSUANT TO STIPULATION, IT IS SO ORDERED.

30 DATED: May 13, 2014

31 
32 Hon. Nancy J. Koppe

33 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the District of Nevada in the case of RUSSELL ROAD FOOD AND BEVERAGE, LLC vs. MIKE GALAM, et al. (Case No. 2:13-cv-00776-JCM-NJK). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]